
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 11-O-2011**

**AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK
COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE JUSTICE-WILLOW SPRINGS
WATER COMMISSION AND THE VILLAGE OF WILLOW SPRINGS
CONCERNING THE VINEWOOD AND NOLTON IMPROVEMENT
PROJECT**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Village Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

Trustees

ORDINANCE NO. 11-O-2011

AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE JUSTICE-WILLOW SPRINGS WATER COMMISSION AND THE VILLAGE OF WILLOW SPRINGS CONCERNING THE VINEWOOD AND NOLTON IMPROVEMENT PROJECT

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, the Justice-Willow Springs Water Commission (the "*Commission*") is a duly organized Illinois Water Commission that provides and renders water services; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "*Corporate Authorities*") to enter into an Intergovernmental Agreement by and between the Commission and the Village concerning payment under the Vinewood Avenue and Nolton Avenue Improvement Project (the "*Intergovernmental Agreement*") in order for the Village to fulfill its monetary obligation to the Commission through the transfer of surplus property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2. The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Board of Trustees, with such necessary changes as may be approved by the President.

SECTION 3. The President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other document necessary to implement the provisions, terms and conditions thereof, as therein described.

SECTION 4. The Village Treasurer is hereby authorized to expend such necessary funds and undertake such financial actions on the part of the Village as contained in the Intergovernmental Agreement and this Ordinance to complete satisfaction of any conditions stated therein.

SECTION 5: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

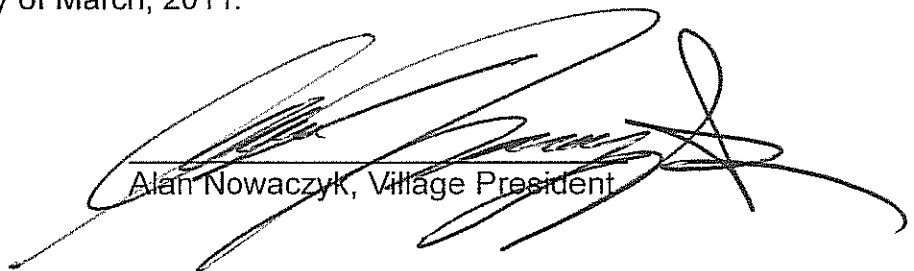
SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

ADOPTED this 10th day of March, 2011, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Imbaratto	✓			✓
Kaptur	✓			✓
Maloney	✓			✓
Stanphill	-	-	✓	-
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	5	2	1	6

APPROVED this 10th day of March, 2011.


Alan Nowaczyk, Village President

ATTEST:


Adena Baskovich, Village Clerk


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE No. 11-O-2011 AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE JUSTICE-WILLOW SPRINGS WATER COMMISSION AND THE VILLAGE OF WILLOW SPRINGS CONCERNING THE VINEWOOD AND NOLTON IMPROVEMENT PROJECT**" adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on March 10, 2011.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 10th day of March, 2011.



Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

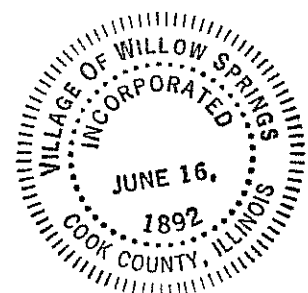


EXHIBIT A
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE JUSTICE-WILLOW SPRINGS WATER COMMISSION AND THE VILLAGE OF WILLOW SPRINGS

WHEREAS, the Justice-Willow Springs Water Commission (“Commission”) and the Village of Willow Springs (“Village”) are authorized to enter to intergovernmental agreements pursuant to the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Commission and Village previously entered into an intergovernmental agreement relating to the Vinewood Avenue and Nolton Avenue Improvement Project; and

WHEREAS, the parties realized a significant financial benefit under the intergovernmental agreement by coordinating the Village’s street and storm sewer improvements with the Commission’s upgrading of its water distribution system; and

WHEREAS, the intergovernmental agreement required that the Village reimburse the Commission for that portion of the Vinewood Avenue and Nolton Avenue Improvement Project for the costs relating to the street and storm water improvements; and

WHEREAS, a large portion of the Village’s reimbursement obligation was to be paid by a grant from the State of Illinois; and

WHEREAS, while the Village’s grant has been approved, it has not been funded by the State of Illinois; and

WHEREAS, the Village currently owes \$95,643.84 to the Commission for its portion of the Vinewood Avenue and Nolton Avenue Improvement Project; and

WHEREAS, it would be in the best interest of the parties to allow the Village to fulfill its financial obligation through the transfer of surplus personal property and similar in kind payments to the Commission; and

WHEREAS, the Commission is currently a party to an intergovernmental agreement which allows the Village of Justice to similarly remit payment in kind; and

WHEREAS, the Village has agreed to transfer title to a 1997 GMC 3500 dump truck, with a salt spreader and snow plow blade, to the Commission for \$18,500, with the purchase price being credited to the amount owed by the Village to the Commission; and

WHEREAS, the Commission agrees to allow the Village to fulfill its monetary obligation through the transfer of surplus personal property and similar in kind payments:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Commission and Village agree as follows:

1. The Village agrees to transfer title and deliver a 1997 GMC 3500 dump truck, with a salt spreader and snow plow blade, to the Commission. The Village shall receive a credit in the amount of \$18,500 towards the amount due and owing the Commission as a result of its obligations under the Vinewood Avenue and Nolton Avenue Improvement Project.

2. The Village and Commission agree that any future transactions between the parties allowing the Village to fulfill its monetary obligation through transfer of surplus personal property and similar in kind payments may be effected through a vote of the Commissioners and the Village Board, without the need for a separate intergovernmental agreement governing each transaction.

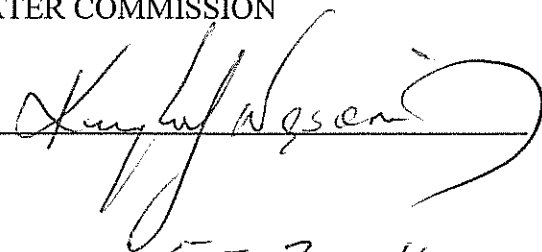
3. This intergovernmental agreement may be signed in counterparts, each of which shall be deemed an original, but which shall constitute a single agreement.

4. This intergovernmental agreement shall be governed and construed in all respects in accordance with the substantive laws of the State of Illinois.

5. This intergovernmental agreement may be terminated by either party without cause by providing 30 days written notice to the other party.

JUSTICE-WILLOW SPRINGS
WATER COMMISSION

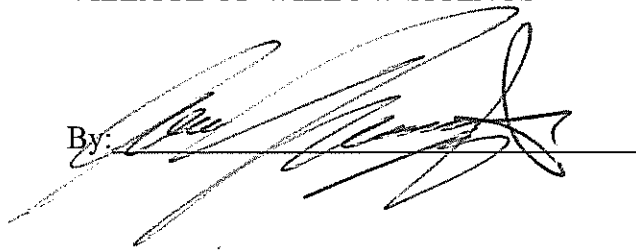
By: _____


5-2-11

Date

VILLAGE OF WILLOW SPRINGS

By: _____


4-21-2011

Date